

Prepared for

Hollywood Florida July 4th 2015

ELECTRONIC COPY



Dear Sirs,

J&M Displays is privileged to present the enclosed proposal for your July 4th Fireworks Spectacular. A brief history and description of J&M Displays, Inc. and its operation can be found on the inside cover of this bid package.

We have prepared the enclosed all-inclusive proposal for your event. Your proposal features an aerial fireworks display specifically designed to meet your requests. The budget for your event will cover all transportation as well as the set up and firing of the display by qualified J&M technicians. This show will be computer choreographed to a musical score and fired with Pyrodigital. A \$10 million dollar insurance policy to cover the use of fireworks during the event is also included. Please note that we offer a 2 for 1 shell guarantee; meaning if a shell does not fire for any reason, we give you that shell plus another in your next show.

J&M Displays is an internationally recognized fireworks display company, one with a distinguished history and over 30 years experience in the industry with an impressive safety program. Our Team has designed and produced special effects for eleven NFL Super Bowls, two World Cup Soccer Opening Ceremonies, three Republican National Conventions, numerous NBA, PGA and Major League Baseball Championships and All-Star Games, several Miss USA and Miss Teen USA Pageants and hundreds of corporate and association events across the USA and in over a dozen foreign countries.

As a client of J&M Displays you have our personal assurance that your fireworks display will receive our complete attention and artistry.

J&M is also pleased to give you our largest discount, bringing the value of your displays to: \$92,788.00 for \$80,000.00 Includes \$33,500.00 for the tug, ABS deckbarge, fuel and crew for the July 4th event

It is our way of saying thank you for being a loyal customer.

I'm 100% confidant that we will not only meet, but we will exceed your expectations in quality, service and safety, in delivering a show that you as well as your audience will be more than satisfied with. We look forward to working with you and providing you with an amazing display.

Sincerely,

Charles K. McKinley Southeast Regional Sales Manager

David Spear Sales Representative



VALUE ADDED CUSTOMER EXPERIENCE

- <u>Turnkey Production</u> Our job is to make your job easier.
- o Permit applications, site maps, fire dept. coordination.
- o Insurance documents for certificate holders and additionally insured.
- o Technicians who are well trained, punctual, and professional.
- o Pre-show; show day, and post-show follow-up and customer service.
- Legacy- J&M has produced thousands of displays around the world.
- o Since 1980 J&M has produced some of the most spectacular displays in the world.
- o A long history benefits you by being well experienced.
- o The J&M team strives everyday to be the industry leader in new designs, effects and shows.
- o Technicians strive to learn and work with J&M.
- <u>Company Size</u> There are many benefits to being a large fireworks company.
- o World-class designers producing worldwide events.
- J&M's buying power assures better quality fireworks without higher expenses benefiting our clients.
- o Highest level of insurance in the industry to protect our clients.
- o Technicians located all across the Midwest and southeast as well as in California & Hawaii.
- o Dozens of regional storage facilities to cut costs for our clients.
- Quality equipment Every year J&M buys new equipment to replace anything outdated or unsafe.



YOUR SCHEDULE OF SPECTACULAR SERVICES

Show Dates: July 4th 2015

Show Duration: 21 minutes Multiple position show with a shell or shells fired every 3 seconds *Some shells will be fired alone while others will be fired in flights of 2 and 3*

Shell Count: 2700

Your Fireworks Budget: \$80,000.00

Pyrotechnician Crew: James Beardmore, Ruth Newhouse or Charles McKinley

Firing Meathod: Computer choreographed and fired with Pyrodigital. A backup computer will also be provided

Soundtrack: Approved by customer at least 60 days in advance

Insurance Liability Coverage: <u>\$10 Million Dollars</u> to cover the Fireworks Display. J&M Displays uses a PER PROJECT policy meaning every display is covered with \$10 million of coverage. Our insurance policies are through Lexington and are rated A++XVI.

Transportation Liability Coverage: \$5 Million as required by United States Department of Transportation.

Worker's Compensation: Pyrotechnicians will meet all of the requirements of the Worker's Compensation Laws.

License & Permits: J&M will assist you in obtaining all required local, county and state fireworks permits and approvals.

Transportation: Fireworks and equipment will be delivered by qualified drivers as required by US DOT.

Personnel: Only trained and licensed lead technicians and trained assistants will be assigned to the display.

Safety Procedures: J&M Displays adheres to all safety regulations. NFPA 1123 & 1126 codes and state codes will be strictly enforced.



YOUR PERSONALISED J&M FIREWORKS TEAM

Charles K. McKinley Southeast Regional Manager 1-866-535-7976 1-251-725-7975 Charlesm@JandMDisplays.com David Spear CESP Sales Representative 1-866-535-7976 1-985-893-1252 dspear@afxpro.com

Our goal is to work in tandem with both sales and operations to make sure everything runs smoothly. We aim for complete customer satisfaction.

Susan Skalinski Office Coordinator 1-800-648-3890 Susan@JandMDisplays.com

Susan acts as a liaison between the sales staff and the operations team at J&M. She assists with processing orders for packing and shipment as well as handles OSHA compliance & permitting of shows.

James J. Oetken President and CEO 1-800-648-3890 Main@JandMDisplays.com

Unlike many CEO's Jim has a very hand's on and client-focused approach to doing business. He is happy to discuss both compliments and concerns with clients. Jim will promptly reply to phone calls received. His concern is complete client satisfaction.

Ruth Helen Newhouse

Contact Information:

Ruth Newhouse 129 Kensington Street Mooresville, NC 28117 (704) 929-3772 ruthlesspyro@gmail.com

Pyrotechnic Licenses and Certifications Held:

New York State Pyrotechnician Certificate of Competence Class A License (Outdoor and Proximate) #PR-610 North Carolina Proximate Audience Pyrotechnic Operator's License #1076 North Carolina Outdoor Pyrotechnic Operator's License #1076 Georgia Pyrotechnics Operator License #0124 Pyrotechnics Guild International Certified Operator Pyrotechnics Guild International Certified Trainer ATF Issued Employee Possessors under; Pyrotecnico, J&M Displays, Hi-Tech FX, Fireworks Extravaganza, East Coast Pyro, and Zambelli ATF Responsible Person under the Pyrotechnics Guild International

Experience Summary:

Ruth has been a professional pyrotechnician since 1995 and has shot well over 300 displays without incident. A few of her recent displays from the past few years include, but are not limited to:

2014 – Proximate Displays/Special Effects:

- International Hot Rod Association Nitro Jam Spring Nationals; Rockingham Dragway, Rockingham, NC
- Warrior Dash Huntersville, NC
- Washington Wizards NBA Washington D.C.
- World's Toughest Rodeo Raleigh, NC
- Carolina Panthers Football Charlotte, NC

2013- Proximate Displays/Special Effects:

- Carolina Panthers Football Charlotte, NC
- University of North Carolina (UNC) Football Chapel Hill, NC 3 games
- Sagaria Graduation Monroe, NY

Outdoor/Aerial Displays

Outdoor/Aerial Displays:

- New Year's display, River Junction, IA
- Handel Wedding; Mayo, MD
- Stumptown Shooters Fall Picnic; River Junction, IA
- Republic Day- Roxborough, Tobago
- Independence Day- 2 shows- Port of Spain and San Fernando, Trinidad
- Mayo, MD

2007- Proximate Displays/Special Effects:

- Hannah Montana- 2 shows, North Carolina
- La Mana, Patriot Center; Fairfax, VA

Outdoor/Aerial Diplays:

- "Americas's Party"- MGM Grand Casino Rooftop; Las Vegas, NV. New Year's Eve
- Shogun Demonstration at National Fireworks Association (NFA) conference. Cincinnati, OH
- Cadle Creek, MD
- Mayo, MD
- Annapolis, MD
- Lancaster Barnstormers; Lancaster, PA

2006 - Proximate Displays/Special Effects:

- Motley Crue/Aerosmith "Route of all Evil" Tour 48 shows in U.S. and Canada

Outdoor/ Aerial Diplays:

- Cadle Creek, MD
- Mayo, MD
- Galesville, MD
- Longwood Gardens, PA

2005- Proximate Displays/Special Effects:

- Motley Crue "Red, White, and Crue/Carnival of Sins" Tour.

144 shows in the U.S., Canada, Europe, Japan, and Australia Outdoor/Aerial Displays:

- Cadle Creek, MD
- Cambridge, MD

2004- Proximate Displays/Special Effects:

- Dahler Mehndi, DAR Constitution Hall; Washington, D.C.
- "Midnight Madness" for GMU Basketball. Patriot Center: Fairfax, VA.
- Usher"The Truth" tour, 7 shows in U.S.
- "Hearththrobs of Bollywood" MCI Center; Washington, D.C.
- "Spirit of America", 6 shows, MCI Center
- LL Cool J Concert, The Alley; Washington, D.C.
- World War II Memorial show, 5 shows, MCI Center

Outdoor/Aerial Displays:

- Monticello, VA
- Cadle Creek, MD
- Naples, FL

2003- Proximate Displays/Special Effects:

- -"Midnight Madness for GMU Basketball; Patriot Center
- Washington Capitals' season ticket holder party, MCI Center
- NFL Kickoff show with Aerosmith and Britney Spears, National Mall, Washington D.C.
- U.S. Army's "Spirit Of America" (4 shows), MCI Center
- Indian "Megastars", Patriot Center
- Indian "Hearthrobs 2003", Patriot Center
- Outdoor/Aerial Displays
 - First Night, Annapolis, MD
 - -30th IAFF Muscular Dystrophy Softball tournament. Bowie, MD
 - Cadle Creek, MD
 - -6 Flags amusement park; Landover, MD

<u>2002</u>- Proximate Displays/Special Effects:

- "Midnight Madness" for George Mason University Basketball, Patriot Center; Fairfax, VA
- Washington Capitals' season ticket holder party, MCI Center; Washington, D.C.
- U.S. Army's "Spirit Of America" (5 shows), MCI Center
- "Got Soul" tour featuring Luther Vandross; 20 shows at various venues in the U.S.
- "Heart Throbs 2002"- Indian concert, MCI Center
- Michael Jackson: 1) 50th Anniversary of "American Bandstand";
 - Los Angeles, CA
 - 2) Democratic National Committee Fundraiser,
 - Apollo Theater, New York, NY
- Luther Vandross "Take You Out" tour, 33 shows at various venues in U.S. and U.K.
- Korean concert, Patriot Center; Fairfax, VA.
- "Otello" (5 shows) at Lyric Opera House
- Outdoor/Aerial Displays:
 - 35th Anniversary Calverton School, Prince Frederick, MD
 - 350th Anniversary of the Town of Galesville; Galesville, MD
 - First Night; Annapolis, MD
- <u>2001</u>- Proximate Displays/Special Effects:
 - Luther Vandross "Take You Out" tour, 30 shows at various venues in U.S.
 - "Tosca" (6 shows), Lyric Opera House; Baltimore, MD
 - Indian Variety show, Patriot Center; Fairfax, VA
 - Indian Variety Show, DAR Constitution Hall
 - -Washington Mystics season opener, MCI Center

- WPGC/Jay-Z concert, MCI Center
- Metro Station groundbreaking, Largo, MD
- Ultimate Fighting Championship, Trump Taj Mahal Casino and Resort; Atlantic City, NJ
- 2001 NBA All-Star game, MCI Center.

- "Celebrating America's Youth" Inauguration Concert, MCI Center. Outdoor/Aerial Displays:

- Peach wedding, Denton, MD
- 4th of July at Six Flags America, Largo, MD
- Groundbreaking for Chesapeake Church; Lothian, MD

2000- Proximate Displays/Special Effects:

- New Year's Eve display at MCI Center
- Local pyro crew for 'N SYNC; MCI Center
- BMW of North America 2000 Regional sales conference; Renaissance Mayflower Hotel; Washington, D.C.
- Washington Wizards home opening game; MCI Center.
- National Geographic World Anniversary, National Geographic Building; Washington, D.C.
- Britney Spears "OOPS...I Did It Again" 2000 tour, 58 shows at various venues in North America
- "Tube Live Around Special", Aloha Stadium; Honolulu, HI.
- -"Millenium Masti" Indian variety show; Patriot Center, George Mason University; Fairfax, VA
- "Divas 2000- A tribute to Diana Ross" VH1 concert, Theater at Madison Square Garden, New York City.
- -Mariah Carey "Rainbow" Tour, 19 shows at various venues in Europe, Asia, and North America
- -Washington Capitals, MCI Center
- -"Welcome 2000" Indian Concert, DAR Constitution Hall; Washington, D.C.

1999- Indoor/Proximity Displays/Special Effects:

- -America's Millenium, Lincoln Memorial; Washington, D.C.
- -Baltimore Bayrunners (IBL Basketball), 5 games; Baltimore Arena.
- -Washington Wizards home opener at MCI Center; Washington, D.C.
- -Huntington Blizzards hockey opener (2 shows), Huntington Civic Arena; Huntington, WV
- -Washington Capitals season opener at MCI Center.
- -Lockheed/Martin 70th Anniversary, Middle River Airport, Baltimore, MD.
- Limp Bizkit, 99 Fall HFStival, RFK Stadium; Washington, D.C.
- -Mega Millennium Indian Variety show at Patriot Center.
- -Washington Mystics season ending game at MCI Center
- -Proximate Pyrotechnics, Instruction and Demonstration, PGI Convention; Fargo, ND
- -Limp Bizkit/Kid Rock at Patriot Center,
- Michael Jackson and Friends charity concert at Olympiastadium; Munich,

Germany.

-Md Science Center's Summer Solstice Ball at Hyatt Inner Harbor; Baltimore, MD

-Reston Community Center Opening; Reston, VA

-Washington Mystics season opener at MCI Center

-Reebok sales conference, Carefree Conference Resort; Carefree, AZ

-MasterCard Latin America Director's Meeting, DAR Constitution Hall

-Grand Opening Six Flags America in Largo, MD

-Dahler Mehndi/Sharukh/Juhi/Raveena concert at Patriot Center

-Dahler Mehndi/Raveena Tandon/Altaf Raja concert at DAR Constitution Hall

-NCAA Div III Men's Basketball Championship at Salem Civic Center; Salem, VA

-Washington Wizards home opener at MCI Center

Outdoor/Aerial Displays:

-First Night; Bowie, MD

- -Sikh Foundation of Virginia holiday celebration; Fairfax, VA
- Prince William County Fair, VA

-4th of July Roanoke, VA

- -MSFFA Convention; Ocean City, MD
- Potomac Cannon's baseball, Prince William County stadium; 4 shows Woodbridge, VA

<u>1998-</u> Proximate Displays/Special Effects:

-Tony Grant/Michael Combs Gospel concert; Joel Lawrence Arena; Winston-Salem, NC

-Saginaw Gears (UHL Hockey) Home Opening game; Saginaw, MI

-Flint Generals (UHL Hockey) Home Opening game; Flint, MI

-Janet Jackson "Velvet Rope" tour, three dates, including live HBO broadcast from Madison Square Garden in New York City.

-Life Sciences Technology Conference; Orlando, FL

-Phillip Morris Convention; Tarpon Springs, FL

-"Awesome Foursome" Indian Variety show; Patriot Center; Fairfax, VA

-Washington Mystics opening home game; MCI Center

- "The Final Burn", building explosion; Oxon Hill, MD

- "Noche de Romantica" concert- Miami Arena, Miami, FL

- Washington Capitals playoff and Stanley Cup finals hockey games; MCI Center
- LL Cool J Concert; Charlotte Arena Charlotte, N.C.; Greensboro Coliseum Complex Greensboro, NC
- Indian Megastars; Patriot Center Fairfax, VA

- Capital Classic All Star Basketball game; MCI Center

- "Carnivale" Concert for Telemundo television, AT&T Amphitheater Miami, FL
- Alta Pharmaceuticals Sales Conference; Hyatt Regency; Orlando, FL
- WCW Thursday Thunder; BCC; Birmingham, AL
- WCW Monday Nitro; UTEP Coliseum; El Paso, TX

Steinbrenner Arena Tampa, FL

- HCMI Managers Conference; Marriott Hotel; Orlando, FL

Outdoor/Aerial Displays:

-"First Night" New Year's Eve; Rockville, MD

-Prince George's County Executive Inauguration; Oxon Hill, MD

-Sikh Foundation of Virginia holiday celebration; Fairfax, VA

-Groundbreaking Ceremony for Washington, D.C. Convention Center

-IAFF Local 1619 MDA Softball Tournament; Largo, MD

-Independence Day Weekend shows:

- Prince William Cannons; Woodbridge, VA
- Downs Park, Anne Arundel County MD
- Annapolis MD
- Legend Properties, Waldorf MD
- Maryland State Fire Fighters Association Convention; Ocean City, MD
- Prince William Cannons Baseball- 5 shows; Prince William County Stadium Woodbridge, VA
- Whitbread Around the World Race; Annapolis, MD

1997- Proximate Displays/Special Effects:

- Rev. Moon's "Blessing '97"; RFK Stadium Washington, D.C.
- Michael Jackson "HISTORY" World Tour; 45 Shows at various venues in Europe and South Africa.
- Local Pyro crew for KISS Alive '97 tour; Baltimore Civic Center Baltimore, MD

- Target Sales Conference; Omni Inner Harbor Hotel Baltimore, MD Outdoor/Aerial Displays:

- "First Night" New Year's Eve; Dover, DE
- Beardmore Wedding: St. James Church; Lothian MD
- Sikh Foundation of Virginia; Fairfax, VA
- Oktoberfest; Fort Monmouth, NJ.

1996- Proximate Displays/Special Effects:

- Michael Jackson "HISTORY" World Tour, 35 shows at various venues in Asia, Australia, and the United States.

Outdoor/Aerial Displays:

- Rusk Wedding; Herrington Harbour Rose Haven, MD
- 4th of July; Annapolis, MD
- <u>1995-</u> Outdoor/Aerial Displays:
 - Howell Township, N.J
 - Annapolis, MD
 - Ocean City, MD

1994- Proximate Displays/Special Effects:

-WWF Royal Rumble; Baltimore Civic Center Baltimore, MD.

-Rehearsals for Rolling Stones' "VOODOO LOUNGE" tour; RFK Stadium

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Washington, D.C. -"Only The Strong" (theatrical production); Warner Theater, Washington, D.C. Outdoor/Aerial Displays:

- Rose Haven, MD

- Chesapeake Beach, MD - Ocean City, MD

References:

Terry Ritz, Manager Pyritz Pyrotechnics Group, Inc. 4224 Arcata Way Suite F Las Vegas, NV 89030 (702) 453-0808 tritz@pyritz.com

Brian Panther, President Hi-Tech FX 18060 170th Ave Yarmouth, IA 52660 (319) 394-3450 brian@hi-techfx.com

Dr. John Steinberg Director, PGI Display Operators Course 3944 Carthage Rd. Randallstown, Md. 21133 (410) 655-8594 jrsrocket@aol.com

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Francis "Pinky" Pilkerton 2060 Huntingfields Dr. Huntingtown, Md. 20639 (301) 580-0117 marylandm@aol.com

Charles K. McKinley Southeast Regional Manager – Show Producer J&M Displays 1895 Helms Road Dothan, AL 36301 866-535-7976 work 251-725-7975 cell

Date of Birth: March 28, 1980

- Licensed in both Outdoor & Special Effects since 2001
- Shooting professional outdoor shows since 1998.
- Fires approximately 50+ shows per year.
- Experience in hand, electronic, & Computer firing
- Experience with *Outdoor displays *Close Proximate *Flame Effects *Confetti

Sample of Shows Fired by Charles McKinley:

1998-2009 Fort Gordon Military Base, Augusta GA - Outdoor

1999-2014 New Orleans Saints, New Orleans, La - Indoor

2012 - 2014 Auburn University Athletics - Indoor & Outdoor

2013 - Super Bowl XLVII

MOST RECENT SHOWS: New Orleans Bi-Centennial 1/2015 Tulane University 10/2014 Lenox Mall 7/2014

Revised 01/01/2015



SHOW OVERVIEW

Your dynamic display will include the following elements of excitement:

OPENING: Celebrate your event with colorful brilliance and chest-pounding thunderous salutes. A modest teaser for what's about to come. May I have your attention... the show has just begun! The modest opener will contain a barrage of assorted colors and effects of shells and multi-shot aerial devices launched from several different positions.

1.5"		5"	20	
2.5"	100	6"	15	Total 315 Shells
3"	180	8"		x our 515 bilons
4"		10"		

BODY OF PROGRAM: "Oohs and Ahhhs" will help start your event off with a bang. The body of your show will be a high intensity aerial spectacular with 19 minutes full of various colors, sounds and effects. It will contain an assortment of J&M brand shells; the highest quality shells available in the industry, all manufactured to our exacting specifications. This means higher altitude, bigger breaks, brighter colors, more noise and unique effects. Not your standard show full of same color peonies and chrysanthemums.

1.5"	600	5"	340	
2.5"		6"	255	Total 1630 Shells
3"	150	8"	40	
4"	245	10"		

GRAND FINALE: ... and it will be GRAND! The Pièce de résistance.

J&M Displays understands that people will most likely remember the finale more than anything else during the show. We will design a finale that your crowd will talk about for months! J&M is known in the industry for shooting some of the most spectacular Grand Finales. Just wait... We think you will agree!

1.5"		5"	60	
2.5"		6"	45	Total 755 Shells
3"	500	8"	15	
4"	135	10"		

* We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice.*

J&M Shell Assortments

3" ASSORTMENT Q

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Blue Peony With Palm Pistil Golden Wave To Green Golden Wave To Red Golden Wave To Variegated Purple And Gold Peony Purple And Silver Peony Purple Peony With Palm Pistil Red And Green Peony Red Peony With Palm Pistil Yellow And Green Peony

3" ASSORTMENT H

Aqua Coconut Blue And Flower Wave Blue Dahlia Brocade Crown Ring With Silver Strobe Pistil Brocade Crown To Lemon And Pink Flower Crown With Green Pistil Half Blue Half Lime Half Green Ring Half Silver Crown Half Orange Half Aqua Half Pink Half Sea Blue Peony Lime Peony With Silver Crown Ring Multicolor Peony With Silver Coco Pistil Orange And Flower Wave Purple And Flower Wave Purple Chrysanthemum With Flower Wave Ring Red And Flower Wave Red Dahlia Silver Dahlia Silver Palm Tree White Chrysanthemum

3" ASSORTMENT N

Blue And Flower Wave Blue Peony With Crackling Pistils **Brocade Crown** Flower Wave Flower Wave With Red Pistil Green Chrysanthemum With Crackling Pistils Green Ring With Flower Wave Pistils Half Purple Half Green Chrysanthemum Half Yellow Half Red Peony Mix Green And Silver Peony Multi Color Peony Purple Peony With Coconut Pistils Silver Crown Silver Palm Tree Silver Wave Green Spider White Strobe Yellow Peony With Coconut Pistils Yellow Peony With Crackling Pistils Yellow Wave

4" ASSORTMENT A Blue Peony With White Crossette Ring Blue Peony With Red Pistil With Silver Crown Ring Glitter Rays With Aqua Glitter Rays With Purple **Gold Strobe Willow** Green Strobe Willow Half Aqua Half Orange Peony With Silver Crown Ring Half Multicolor Ring Half Willow Multicolor Chrysanthemum Multicolor Dahlia With White Strobe Pistil Orange Peony With Aqua Pistil Purple And Twinkling Dahlia Purple To Yellow Peony Red And Green Go Getters Red To Brocade Silver Strobe Willow Silver Wave To Green Silver Wave To Blue And Green White Strobe With Pink Pistil Willow To Silver

4" ASSORTMENT F

Blue Spiderweb Color Flower Rain Gold Tremalon Diadem Golden Wave To Half Green, Half Purple Green And Blue Chrysanthemum Green Peony With Gold Palm Core Green Spiderweb Half Blue Half Red With Silver Crown Ring Half Red Gamboge To Varlegated Half White Spiderweb Purple Peony With Gold Palm Core Purple Spiderweb Red Gamboge To Blue Chrysanthemum With Red Spiderweb Ring Red Gamboge Chrysanthemum To Yellow Red Peony With Silver Palm Core **Red Spiderweb** Silver Peony With Red Pistil Silver Spiderweb Yellow Moving Star Blue Peony With Silver Palm Core Half Purple Half Green With Gold Wave Ring

4" ASSORTMENT X

Autumn Gold And Orange Dahlia Green To White Glitter Lemon And Purple Sizzling Comets Lime Dahlia With Orange Bees Orange Lime Magenta Dahlia Orange Palm Ring With Green Pistil Purple And Midnight Snow Cross Rings Red And Blue Crackle Palm Red And Silver Cascade Mixed Crossette Twilight Glitter And Magenta Dahlia

4" ASSORTMENT Z

Blue Orange Silver Glitter Dahlia Brocade With Orange Strobe Pistil Gold Brocade Green Strobe With Silver Kamuro Ring Midnight Snow Ring With Sky Blue Inner Ring Multi-color Bees Pink Lemon And Silver Glitter Dahlia Purple And Gold Glitter Silver Glitter Crossette Variegated Pastel

4" ASSORTMENT I

Autumn Gold With Strobe Pistil Blue Red And Silver Glitter Blue To Silver Strobe Blue With Red Glitter Crossette Ring Brilliant Brocade Chrysanthemum Brocade With Green Strobe Pistil Gold Peony With Crackle Pistil Gold Willow To Strobe Green Glitter Willow Half Multicolor Pastel Half Autumn Gold Lemon Bees Lemon Crossette Magenta Bees Magenta Sunflower Multicolor Crossette Purple With Crackling Palm Core **Red To Silver Strobe** Silver Crackling Flower Palm Tree With Tail Sky Blue With Silver Glitter Crossette Ring Violet Dahlia With Lemon Strobe

4" ASSORTMENT P

Green And Orange Chrysanthemum Mix Color Chrysanthemum With Strobe Pistil Brocade Crown To Blue Red Gambodge Chrysanthemum To Purple Silver Wave To Red Red Gambodge Chrysanthemum To Strobing Mixed Color Peony With Brocade Crown To Silver Ring **Red Coco Crossette** Three Atomic Rings (Red Blue Gold) Yellow Crossette Green Chrysanthemum With Golden Paim Core Gold Rain With Palm Core Silver Willow Silver Crown To Purple Green To Crackling Crossette Red Peony To Diadem Crown Yellow Peony With Blue Palm Tree Core Brocade Crown With Silver Strobing Pistil **Blue Peony With Glittering** Orange Peony To Crackling

4" ASSORTMENT G

Blue Crackling Dahlia Blue Peony With Coco Pistils Blue To Red With Wave Blue To Silver Strobe **Chrysanthemum To Crackling Flower** Chrysanthemum To Purple With Ring Of Lemon With Wave Chrysanthemum To Crackling Coconut Golden Palm Tree With Gold Trunk Green Crackling Dahlia Green To Blue To Crackling Green With Wave To Silver Lemon Chrysanthemum Lemon Peony With Palm Pistil Lemon To Blue Peony **Orange Crackling Dahlia Orange With Wave Pistils** Pink To Blue Peony Purple With Wave Pistil **Red Strobe Coconut** Variegated Color With Wave To Crackling Flower

5" ASSORTMENT B Red And Silver And Blue Dahlia Brocade Crown With Silver Crown Ring And Silver Strobe Chartreuse Pistil With Sun Ring Glitter Rays With Magenta Pistil Gold Willow With Multicolor Pistil Half Green And Half Blue With Flower Crown Ring Lemon Dahlla With White Strobe To Report Mixed Red Green Blue Purple And Flower Rays Purple Ring Brocade Bowtie Red Gamboge To Silver Strobe With Green Falling Leave Silver Crown With Lemon And Purple Dahlia Pistil Silver Strobe Red Fish Two Crisscross (lemon/purple) With Time Rain Pistil White Flickering Crossette White With Silver Strobe Pistil

5" ASSORTMENT G

Blue Peony With Palm Pistil Crackling Golden Wave To Green Golden Wave To Red Golden Wave To Variegated Green Peony With Palm Pistil Purple And Gold Peony Purple And Silver Peony Purple Peony With Palm Pistil Red And Green Peony Red Peony With Palm Pistil Silver Palm Tree Varlegated Peony With Palm Pistil Yellow And Green Peony Yellow Peony With Palm Pistil

5" ASSORTMENT K

Red And Silver Chrysanthemum Red To Green To Silver Peony Blue To Silver Chrysanthemum With Gold Palm Pistil Gold Peony With Blue Pistil Golden Wave To Green Chrysanthemum Purple To Green With Silver Pistil Blue Peony With Gold Palm Pistil Red Gamboge To Green To Blue With Gold Strobe Pistil Red To Yellow Peony Half Purple Half Gold Chrysanthemum With Gold Wave Ring Golden Wave To Purple To Gold Red Peony With Gold Pistil Red Gamboge To Purple To Silver Chrysanthemum Half Green Half Yellow Peony With Silver Palm Pistil Variegated Chrysanthemum With Gold Palm Pistil

5" ASSORTMENT O

Silver Circle With Blue Pistil With Brocade Crown To Silver Silver Coconut With Circle With Red Pistils Silver Crackling Willow With Silver Tall Silver Spider Blue Peony With Golden Glittering Pistils Brocade Crown To Variegated Chrysanthernum Brocade Crown With Glittering Pistils Flower Wave To Red And Green Glittering Big Willow Golden Glittering With Red Pistils Golden Spider Web Golden Wave To Purple Half Purple And Half Green With Brocade Crown Circle Red Cycas Purple To Crackling With Crackling Peony

5" ASSORTMENT Q

Red And Blue Glittering Coconut Half Blue Half Gold With Silver Palm Pistils Wave To Green Orange And Purple With Blue Pistil Glittering Willow With Green Pistils Half Glittering To Orange And Half Glittering To Chartreuse Purple To Silver Wave With Green Pistils Three Color Change Peony With Glittering Willow Pistil Blue And Lime Green With Artillery Purple To Silver Crossette Ring With Whistles Red Glittering Crossette Varlegated Chrysanthemum To Crackling Blue Saturn With Pink And Lemon To Crackling Willow Half Green And Half Orange To Crackling With Crackling Pistil Willow With Strobe Pistil Willow With Flickering With Purple And Lemon Dahlia Pistil

5" ASSORTMENT S

Blue Star Pattern Four Leaf Clover Heart Pattern Purple And White Cross Rings Purple Spiral Ring Red White And Green Triple Cross Rings Red And Silver Ring In Ring Red Star Pattern Smiley Face White Star Pattern

5" ASSORTMENT V

Blue To Red To White Strobe Brocade Crown With Red And Blue Dahlia Pistil Flower Wave To Red And Blue Glittering To Red With Blue Pistil Half Blue Half Red With Silver Coconut Half Blue Half White With Silver Coconut Half Blue Half White With Red Palm Core Half Red Bowtie Half Blue Bowtie With Silver Ring Red And Blue Cyas Red And Blue Cyas Red And Blue Vistil With Silver Palm Pistil Red Circle With Blue Pistil With Brocade Crown To Silver Circle Silver Crackling Willow With Red And Blue Dahlia Silver Strobe With Red And Blue Dahlia Ring Silver Wave To Red And Blue

5" ASSORTMENT X

Blue Peony With Gold Strobe Pistil Brocade Crown With Silver Scatter Flower Crown With White Strobe Horsetail (waterfall) Pistil Green Peony With Flower Crown Horsetail Pistil Half Green Half Purple Peony With Crackling Willow Ring Half Blue Peony Half Red Peony With White Pistil And Silver Brocade Purple Sunflower Purple To Green Peony With Glitter Rays Pistil Silver Strobe Waterfall With Red Go Getters Variegated Coconut Tree

REFERENCES

City of Weatherby Lake

7200 NW Eastside Dr. Weatherby Lake, MO 64152 Contact: Ms. Tanya Finn PH: 816-587-9957

City of Kearney

100 E. Washington Kearney, MO 64060 Contact: Mr. Eric Marshall PH: 816-628-4142

Christmas in the Sky/98.1 KUDL 7000 Squibb Rd.

Misson, KS 66202 Contact: Marcy Caldwell PH: 913-744-3743

Lenox Square

3393 Peachtree Rd., NE Atlanta, GA 30326 Contact: Liz Ashley Barth PH: 404-233-7575

Mall of Georgia L.L.C.

3333 Buford Dr. Ste. 1000 Buford, GA 30519 Contact: Kelly Fox PH: 770-271-9458

Boom Boom Committee

P.O. Box 889 Biloxi, MS 39533 Contact: Rusty David PH: 228-435-6149

City of O'Fallon

100 North Main Street O'Fallon, MO 63366 Contact: Megan Houlihan PH: 636-379-5574

Holiday of Lights Festival

Downtown Omaha Inc. Foundation 1603 Farnam Street, Suite 123 Omaha, NE 68102 Contact: Vic Gutman PH: 402-341-3700

Rhythm & Booms

6515 Grand Teton Plaza Suite 140 Madison, WI 53719 Contact: Deb McCue PH: 608-819-8888

Chesterfield Concerts in the Park

Chesterfield COC 101 Chesterfield Business Pkwy. Chesterfield, MO 63005 Contact: Joan Schmelig PH: 636-532-3399

Fair St. Louis Celebrate St. Louis 301 Prospect St. Louis, MO 63110 Contact: Julie Donnelly PH: 314-880-8143

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Martinsburg, WV 25405-9431	E-mail: FELC@atf.gov	(304) 616-440]		
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Change of Address (27 CFR 555.54(a)(1)). Lic new location at which they intend regularly to carr	ensees or permittees may during the	term of their current	license or permit remove the	
new location at which they intend regularly to carn business or operations not less than 10 days prior	ry on such business or operations. T	he licensee or permit	tee is required to give polific	if business or operations to a
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Right of Succession (27 CFR 555.59). (a) Cer business or operations at the same address shown	tain persons other than the licensee	or permittee may se	scure the right to carry on the	e same explosive materials
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benefit of creditors. (b) In order to secure the rig	ht provided by this certice the	to or permittee, and	(2) A receiver or trustee in	bankruptcy, or an assignce for
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Business Name:	1			

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	Valid for the Sale or Other Disposition of Explosives.
Expiration:	October 1, 2015
License/Permit	Type: 50-MANUFACTURER OF EXPLOSIVES
License/Permit]	Number: 5-1A-057-50-5K-00054
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SHOW SAFETY & SECURITY PLAN

The fireworks and equipment will arrive at the shoot site the day of the display. Everyone on the pyrotechnic crew has been trained on safety and security awareness. The fireworks are never left unattended.

J & M has a transportation security plan as mandated by the Department of Transportation (DOT). This plan cannot be disclosed according to Federal regulations. J & M Displays abides by all Federal DOT rules and regulations including packaging, shipping, cargo securement, and security.

J & M Displays adheres to NFPA 1123 Code for Fireworks Displays. NFPA approved fire extinguishers are standard equipment at all displays.

During the show, crewmembers will assist in guarding the perimeter to make sure that no one is allowed in the fallout zone during the display. Security is maintained around the perimeter until it is determined safe.

One crewmember will be designated as the "spotter". The spotter observes the fireworks display as it is launched watching for any shells that may come back to the ground unexploded, possible ground fires, etc.

Following the display, the fallout zone is thoroughly checked for the possibility of any live fireworks and/or hot debris. The next morning the site is again checked.

FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20 ____, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, hereinafter referred to as Seller *f*, and _____, hereinafter referred to as Seller *f*.

Seller shall furnish to Buyer one (1) fireworks display, as per the \$______ program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of _______, 20_____ at approximately $\frac{9}{2}$ ______ pm, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Firing of Display (check one of the below options):

Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

Buyer waives the services of Seller s technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display. If Buyer shoots the display, proof of liability insurance is required as stated in paragraph number five (5), proof of auto insurance (if pyrotechnics will be transported), and proof of worker s compensation insurance coverage is required. Buyer agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

2. Payment. The Buyer shall pay to the Seller (check one of the below options):

the sum of \$______ as a down payment upon execution of this Agreement. The balance of \$_______ shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ^ %) per month shall be added to the unpaid balance if the account is not paid in full within fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.

_____\$_____ in full by ______ (70 days prior to the event date). The Buyer will receive the 8% prepayment bonus product in this fireworks display.

______\$______ in full by ______ (30 days prior to event date). The Buyer will receive the 5% prepayment bonus product in this fireworks display.

3. Weather Delay/Cancellation. If Buyer postpones or cancels the fireworks display after the Seller has arrived on site and began setting up the display, the Buyer shall pay to the Seller the amount of the shoot fee \$______ as payment in full for the postponement/cancellation fee. If the Buyer postpones or cancels the display prior to Seller arriving on site for set up, there will be no charge for rescheduling.

4. Rain Date. Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of _______ or another date as agreed to by both parties. The determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller. In the event the Buyer does not choose to reschedule another date or cannot agree to a mutually convenient date with the Seller, then the Seller shall be entitled to thirty percent (30%) of the contract price for full settlement of this Agreement.

5. Insurance. (Check one of the below options):

_____Seller agrees to provide, at its expense, public liability and property damage insurance coverage, including spectator coverage in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance naming the Buyer as an additional insured, and providing that the insurer shall not terminate or materially modify such policy without written notice to the Buyer not less than two (2) weeks in advance of such proposed termination or modification. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents, and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise from the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

Buyer agrees to provide, at its expense, public liability and property damage insurance coverage with a rating by AM Best of A VIII or higher, including spectator coverage in an amount not less than \$5,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Seller a certificate of insurance naming the Seller as an additional insured, and providing that the insurer shall not terminate or materially modify such policy without written notice to the Seller not less than two (2) weeks in advance of such proposed termination or modification. Any charge incurred from the insurance provider for additional insurance after insurance application has been sent in, shall be the responsibility of the Buyer. In the event of a claim by Seller, the applicable deductible shall be paid by the Buyer.

The Buyer agrees to hold the Seller harmless and defend Seller from any and all claims brought against the Seller by employees or sponsors of the Buyer for any and all acts of the Buyer relating to the event for which the fireworks is performed.

6. Buyer agrees to provide:

(a) sufficient area for the display, including a minimum spectator set back as determined by Seller.

- (b) protection of the display area by roping off or similar facility.
- (c) adequate police protection to prevent spectators from entering display area.
- (d) dry, clean sand, if needed, for firing.

(e) inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light the morning following the display for anything that may have been missed at the night search.

(f) necessary local permits.

7. No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller s negligence as above stated.

8. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement.

9. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: Charles McKinley

J & M Displays, Inc. SELLER BY: _____

BUYER

Please include the DISPLAY INFORMATION form with this Agreement so your order is processed accurately.



DISPLAY INFORMATION

Please complete the following information:

	Rain Date:
Time of Display:	
Name of Organization Purchasing Display:	
Billing Address:	
City, State, Zip:	
Telephone: Fax: E	E-mail:
Name of Contact Person:	
Contact Address:	
City, State, Zip:	
Telephone: Fax: E	-mail:
Send Invoice to:	
Billing Address:	
City, State, Zip:	
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Insurance Extensi Is & M Fired Customer Pick Up at Delivery: Contact Delivery Name: Delivery Address: Delivery County: Additional Contact Persons & Telephone Numbers: Proposal # Bonuses: Prepayment Multiple Year A	ion: YES or NO
Insurance Extensi J & M Fired Customer Pick Up at Delivery: Contact Delivery Name: Delivery Address: Delivery County: Additional Contact Persons & Telephone Numbers: Proposal # Prepayment Multiple Year A Sales Representative:	ion: YES or NO On Site Delivery Telephone:
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J & M DISPLAYS, INC. FIREWORKS LIABILITY EXTENSION QUESTIONNAIRE

Download these forms from www. jandmdisplays.com

	CERTIFICATE HOLDER (NAMED INSURED):
	ADDRESS:
	CITY: STATE: ZIP:
	PHONE: FAX:
	EMAIL:
	EFFECTIVE DATE(S): RAIN DATE:
ADDITIO	NAL NAMED INSURED:
1.	NAME / ADDRESS / E-MAIL:
	INTEREST IN EVENT:
2.	NAME / ADDRESS / E-MAIL:
3.	NAME / ADDRESS / E-MAIL:
	INTEREST IN EVENT:
4.	NAME / ADDRESS / E-MAIL:
	INTEREST IN EVENT:
	TYPE OF SHOW: (Check all that apply.)
LOCATIO	N OF EVENT: (12" & 16")
	DRAW A DIAGRAM on the back of this application or attach a map of the shooting area showing:
	1) mortar placement; 2) planned direction of shooting; 3) distances. (REQUIRED)
	Distance to nearest exposure ft. Distance to spectators ft.
	Distance to nearest vehicleft.
	Are there fallout spotters /ES NO Size of largest shell being shot: inches
	Name of designated Pyrotechnician:
FIREWOR	KS WARRANTY:
	 Fireworks will be displayed not less than required by NFPA standards away from spectators, vehicles and other exposures with a minimum of 300 feet for 1.3G shows. All displays will be aimed away from spectators. A test shell will be shot into the air at least one hour before scheduled display. Fireworks that have been wet at any time prior to display will not be used. All fireworks have been purchased only from J & M Displays, Inc. Merchandise from other companies and/or home-made products are not covered under this liability extension. Firing area will be policed for all debris upon completion of firing display and inspected by the shoot team. Firing area will be inspected by the sponsoring organization at first light the following day. Pyrotechnicians are specifically excluded from all liability coverage
	 Pyrotechnicians are specifically excluded from all liability coverage. Any claims must be reported to the Yarmouth, Iowa office in writing within 72 hours of the incident.



J & M DISPLAYS, INC. INSTRUCTIONS ON HOW TO COMPLETE THE FIREWORKS LIABILITY EXTENSION QUESTIONNAIRE



- Certificate Holder (named insured). This should be the organization/person to whom the certificate of insurance should be mailed to. Usually will be the same as the organization/person who is purchasing the display.
- 2. Address, City, State, Zip. This should be the address of the Certificate Holder.
- 3. **Phone, Fax.** This should be numbers of the person completing this form so contact can be made if any questions.
- 4. Effective Date(s). This is the date(s) of your fireworks display.
- 5. Rain Date. This is the date that your fireworks display will be rescheduled to in the case of inclement weather.
- 6. Additional Named Insured. Additional insured are usually the certificate holder as well as any land owners from which the display will be fired. Sometimes cities or counties have special requirements as to who they must have listed in order to obtain a permit. Include addresses and what their interest in your event is. Example: land owner.
- 7. Type of show. Circle all that apply.
- 8. Location of Event. Example: Kossuth Park, Mediapolis, Iowa.

SITE DIAGRAM

- 9. Diagram. Draw a diagram of the firing area indicating mortar placement, planned directions of shooting, any buildings or obstacles (exposures), and where the audience will be located. Measurements are required. They are necessary to make sure that NFPA safe distance requirements are met. If J & M Displays is firing the show for you, speak with your sales representative for help with this section.
- 10. Fall Out Spotters. If you are firing your own show, will you have people whose only job is to watch where the fall out is landing? If this is a J & M fired display, there will always be fall out spotters.
- 11. Largest Shell. You can find the size of the largest shell being fired in your show by looking in your proposal, catalog assortment or ask your J & M sales representative.
- 12. Name of Designated Pyrotechnicians. Name of the person in charge of firing this display.
- 13. Read the Fireworks Warranty and then sign and date at the bottom of the page.

ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of bid opening.
Legal Company Name (include d/b/a if applicable): Federal Tax Identification Number: 42/284/583
If Corporation - Date Incorporated/Organized: 10 -8 -1986
State Incorporated/Organized: Tourst
Company Operating Address: 18064 Doth AUE
City VARMOUTH State IA Zip Code S2660
Remittance Address (if different from ordering address): <u>Same as above</u> //
City State Zip Code
Company Contact Person: Chorres Mcliney Email Address: Charles Ma Jond Splays. Com
Phone Number (include area code): 366-535-796 Fax Number (include area code):/A
Company's Internet Web Address: LULL, Jand Mdi Splays. Com

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.

Bidder/Proposer's Authorized Representative's Signature:

105 Type or Print Name:

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.

ANY EXCEPTION, CHANGES OR ALTERATIONS TO THE GENERAL TERMS AND CONDITIONS, HOLD HARMLESS/INDEMNITY DOCUMENT OR OTHER REQUIRED FORMS MAY RESULT IN THE BID/PROPOSAL BE DEEMED NON-RESPONSIVE AND DISQUALIFIED FORM THE AWARD PROCESS.

HOLD HARMLESS AND INDEMNITY CLAUSE

(Company Name and Authorized Representative's Name)

, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

SIGNATURE

PRINTED NAME

1-12-15

Failure to sign or changes to this page shall render your bid non-responsive.

NONCOLLUSION AFFIDAVIT

STATE OF: Alabanch COUNTY OF: HOUSTON , being first duly sworn, deposes and says that: Mckinley of Alabama (1)He/she is ___, the Bidder that has submitted the attached Bid. (2)He/she has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid; (3)Such Bid is genuine and is not a collusion or sham Bid; (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Title Southeast Allest Manager (SIGNED

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SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This form statement is submitted to City of Hollywood, Florida by Charles McKinley for JEM Displays Inc (Print individual's name and title) (Print name of entity submitting sworn statement) whose business address is 1806 (170H, AUE YARMOUTL IA \$2660) and if applicable its Federal Employer Identification Number (FEIN) is <u>421284583</u> If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

2. I understand that "public entity crime," as defined in paragraph 287.133(1)(g), <u>Florida Statues</u>, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), <u>Florida Statutes</u>, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:

- 1. A predecessor or successor of a person convicted of a public entity crime, or
- 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5 I understand that "person," as defined in Paragraph 287.133(1)(e), <u>Florida Statues</u>, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please Indicate which statement applies.)

Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida, Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

ennereer ontronteeo			LINE ON WATTON CONTAINED IN THIS FOR	WI.
•			Charles I. Moling (Signature)	
Sworn to and subscribed before m	e this	_ day of	, 20	
Personally known	SEE		ST.ER	
(Type of identification)	PRC		SAL	
			(Printed, typed or stamped commissioned name of notary public)	đ

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OffShore, Fireworks d. Splay

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Applicant Name and Address:

Ekinley - Jon Displays 52667 LA Hen МX

Application Number and/or Project Name:

11111-1 \leq

Applicant IRS/Vendor Number:

Type/Print Name and Title of Authorized Representative:

11,-110 Signature: Date:

Failure to sign or changes to this page shall render your bid non-responsive.

DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee's community) by, any employee who is so convicted.
- Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Mckinley VENDOR'S SIGNATURE PRINTED NAME

JEM D. SPLAYS IN NAME OF COMPANY

SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, local government attomey, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby.". The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of Hollywood policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business.

The State of Florida definition of "gifts" includes the following:

Real property or its use. Tangible or intangible personal property, or its use, A preferential rate or terms on a debt, loan, goods, or services, Forgiveness of indebtedness, Transportation, lodging, or parking, Food or beverage, Membership dues, Entrance fees, admission fees, or tickets to events, performances, or facilities, Plants, flowers or floral arrangements Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

PRINTED NAME SIGNATURE Inc Southeast Allea Maraget

Failure to sign this page shall render your bid non-responsive.

	JEM DISOLONS INC.			
page 2.	Business name/disregarded entity name, if different from above			
5	Check appropriate box for federal tax classification:	Exemptions (see Instructions):		
Ê ŝ			Exempt payee code (if any)	
Print or type Specific Instructions	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partners	ship) ►	Exemption from FATCA reporting code (if any)	
E E	Other (see instructions)			
E.	Address (number, street, and apt. or suite no.)	Requester's name a	und address (optional)	
5 b	18064 NOTH ANE			
See	City, state, and ZIP code			
ŵ	YAIMOUTH, Inn A 52660			
	List account number(s) here (optional)			
Par				
Enter	your TIN in the appropriate box. The TIN provided must match the name given on the "Name"	line Social sec	curity number	
to avc reside	id backup withholding. For individuals, this is your social security number (SSN). However, for nt alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other	a		
entitie	s, it is your employer identification number (EIN). If you do not have a number, see How to get	a		
TIN or	n page 3.			
Note.	If the account is in more than one name, see the chart on page 4 for guidelines on whose	Employer	Identification number	
numb	er to enter.		10000000	
		42	1/2845	
Par	II Certification			
Under	penalties of perjury, I certify that:			

- 1. The number shown on this form is my correct taxpayer Identification number (or I am waiting for a number to be issued to me), and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. citizen or other U.S. person (defined below), and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ►	Joent	All Date 1-12-15
Gener	al Instructi	ions	withholding tax on foreign partners' share of effectively connect

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are

exempt from the FATCA reporting, is correct. Note. If you are a U.S. person and a requester gives you a form other than Form

W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person If you are:

An individual who is a U.S. citizen or U.S. resident alien,

 A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,

- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving r	reference for:
-	
Address	
Phone:	
Fax:	
Email: _	FNUFUSAL
1.	Q: What was the dollar value of the contract? A:
2.	Have there been any change orders, and if so, how many? A:
3.	Q: Did they perform on a timely basis as required by the agreement? A:
4.	Q: Was the project manager easy to get in contact with? A:
5.	Q: Would you use them again? A:
6.	Q: Overall, what would you rate their performance? (Scale from 1-5)
	A: 5 Excellent 4 Good 3 Fair 2 Poor 1 Unacceptable
7.	Q: Is there anything else we should know, that we have not asked? A:
The und indepen	fersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made dently, free from vendor interference/collusion.
Name:	Title
Signatu	re: Date:

_____ Signature: _____ Date: